



सत्यमेव जयते

Tender for supply and installation of sun control window film (UV rays protection film) at High Commission of India, Dhaka.

TENDER NO. DAC/ADM/862/01/2021

Dated: 14.03.2022

Last date for submission of bid: 04.04.2022

**High Commission of India
Plot No. 1-3, Park Road, Baridhara, Dhaka-1212.**



No. DAC/ADM/862/01/2021
High Commission of India, Dhaka
Establishment Wing

Dhaka, dated, 14.03.2022

NOTICE INVITING TENDER

High Commission of India, Dhaka invites Tender under two bid system from registered and authorized firms / service agencies for supply and installation of sun control window film (UV rays protection film) at the High Commission of India, Dhaka at Plot No. 1-3, Park Road, Baridhara, Dhaka-1212.

2. **The tender document can be downloaded from the websites <http://www.hcidhaka.gov.in>, <http://www.eprocure.gov.in> and <http://www.mea.gov.in> from 14.03.2022 onwards. Please note that any corrigendum / addendum in the above tender document, if required, will be hosted in the website of the High Commission of India, Dhaka, as given above.**

3. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a single envelope superscribed as "Tender No. DAC/ADM/862/01/2021 for Supply and Installation of Sun Control Window Film" and addressed to "The Second Secretary (Establishment & Projects), High Commission of India, Plot No. 1-3, Park Road, Baridhara, Dhaka-1212". The envelope should then be dropped at the Reception of the High Commission of India, Dhaka at the address given above. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose (04.04.2022 till 1700 hrs) under any circumstances.

4. **The Earnest Money Deposit (EMD) of BDT 24,000/- (Taka Twenty Four Thousand only) in the form of Account Payee Demand Draft/Pay Order drawn in favour of "High Commission of India, Dhaka" is required to be submitted along with tender bids.**

5. The Technical Bids will be opened on 05.04.2022 at 1600 hrs by a Committee authorized by the Competent Authority of the High Commission. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted on any working day during the bid submission period between 1500 hrs and 1600 hrs. For any queries, please write to eco.dhaka@mea.gov.in and prop1.dhaka@mea.gov.in.

6. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of the Mission shall be final and binding.

Sd/-
(Sanjay Jain)
Second Secretary (Establishment & Projects)
Tel No +880-02-55067329

LETTER OF BID

Dated:, 2022

To
The Second Secretary (Establishment & Projects)
High Commission of India,
Plot No. 1-3, Park Road, Baridhara,
Dhaka-1212.

Ref: Invitation for Bid No. DAC/ADM/862/01/2021 dated 14.03.2022

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.

We offer to execute in conformity with the Bidding Documents for supply and installation of sun control window film at the Chancery complex of the High Commission of India, Dhaka.

Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.

If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory
(Authorised person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

Tender for supply and installation of sun control window film

DATES TO REMEMBER

Events	Date
Notice Inviting Tender	14.03.2022 (1000 hrs)
Starting date for Tender Submission	14.03.2022 (1000 hrs)
Site visit followed by pre-bid meeting	All working days during the bid submission period (1500 – 1600 hrs)
Last date of Tender Submission	04.04.2022 – 1700 hrs
Opening of Technical Bids	05.04.2022 - 1600 hrs
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	Date to be intimated later

1. GENERAL INSTRUCTIONS

1.1 For the Bidding / Tender Document Purposes, the High Commission of India, Dhaka shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor' and / or 'Bidder' or interchangeably.

1.2 The tender documents can be downloaded from the websites of <http://www.hcidhaka.gov.in>, <http://www.eprocure.gov.in> or <http://www.mea.gov.in> from 14.03.2022 onwards. The last date of submission of bids is 04.04.2022 till 1700 hrs.

1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount, or any other requirements, stipulated in the tender documents are liable to be rejected.

1.6 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, High Commission of India, Dhaka.

1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the High Commission of India, Dhaka. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. SCOPE OF WORK

Sl. No.	Item of work
1.	supplying and installing sun control window film (UV rays protection film) on the skylight area/roof top of Atrium of Indian High Commission Office: 3300 sq. ft. (approx) Film specifications: Product Model : Neutral 70 (RE70NEARL) Brand : 3M Description : Light Tinted Country of Origin : USA
2.	All the equipment/accessories required for the work will be provided by the Contractor.
3.	Work shall be completed within one month (or less as mutually agreed upon) from the date of award of work to Contractor
4.	The items covered under this document shall be supplied at the project location with nationwide warranty for a period as provided by the OEM firm or a minimum of one year.

3. MINIMUM ELIGIBILITY CRITERIA

3.1 The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

(a) **Legally Valid Entity:** The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by City Corporation to do business in Dhaka. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.

(b) **Registration:** The Bidder/Bidding Firm must have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.

(c) **Experience:** It is desirable that the Bidder shall have experience in providing such services for premises of Embassies /High Commissions /Government Ministries /Departments /Public Sector Companies /reputed corporate organization /multinational companies.

Profit-Loss: The applicant should be a profit making company/firm and should not have suffered any financial loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year. This

fact shall be duly certified by the Chartered Accountant and audited financial statements for these five years will be submitted by the bidder **(If bid is submitted in 2022, immediate preceding Financial Year will be considered as 2021)**.

(d) Company profile and information regarding its key personnel: The bidding company shall also include in its bid, as per proforma at **Annexure-5** of this document, details about the company and about its key personnel.

3.2 Documents supporting the Minimum Eligibility Criteria:

(i) As proof of having fully adhered to the minimum eligibility criteria at 3.1 (a), attested copies of certificates issued by the respective authority should be attached with the bid documents.

(ii) As proof of having fully adhered to minimum eligibility criteria at 3.1(b), attested copy of VAT registration certificate should be attached with the bidding document.

(iii) As proof of having fully adhered to minimum eligibility criteria at 3.1(c), attested copies of experience certificates for completed work / ongoing work issued by the Foreign Embassies/High Commissions/Government Ministries/Departments/ Public Sector Companies/reputed corporate organization/ multinational companies shall be attached with bid document.

(iv) As proof of having fully adhered to minimum eligibility criteria at 3.1(d), copies of supporting documents for company profile/information about key personnel may be provided along with **Annexure-5** of this tender document.

4. EARNEST MONEY DEPOSIT

4.1 The Earnest Money Deposit of BDT 24,000/- (Taka Twenty Four Thousand only) in the form of Account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "High Commission of India, Dhaka" has to be submitted along with the bid. The validity of the Demand Draft/Pay Order must be for a period of sixty (60) days beyond the final bid validity period.

4.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Mission in respect of any previous work shall be entertained.

4.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the High Commission of India, Dhaka.

4.4 No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

4.5 The bid security may be forfeited:

- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder:
 - (a) fails to sign the contract in accordance with the terms of the tender document;
 - (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (c) fails or refuses to honour his own quoted prices for the services or part thereof.

5. VALIDITY OF BIDS

5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.

5.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

5.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5.4 **SITE VISIT:** Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work on any working day during the bid submission period from 1500 hrs to 1600 hrs with prior intimation and after getting due approval from this office. The site address is High Commission of India, Plot No. 1-3, Park Road, Baridhara, Dhaka -1212.

6. PREPARATION OF BIDS

6.1 **Language:** Bids and all accompanying documents shall be in English only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.

6.2 **Earnest Money Deposit (EMD): Earnest Money Deposit of BDT 24,000/- shall be put in a separate sealed envelope and superscribed as “ENVELOPE ‘A’ - EMD”.**

6.3 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria and submitted in a separate sealed envelope superscribed as “**ENVELOPE ‘B’ - TECHNICAL BID**”. Documents comprising the Bid:

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
- b. Contact Details Form (**Annexure-5**), duly filled and signed & stamped.
- c. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.

6.4 Financial Bid: Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as "Envelope 'C'- Financial Bid". **The price quoted in the Financial Bid shall be inclusive of all applicable taxes except VAT.**

7. SUBMISSION OF BIDS

7.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to the **Second Secretary (Establishment & Projects)**, Plot No. 1-3, Park Road, Baridhara, Dhaka-1212. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A' EMD – Demand Draft/Pay Order
ENVELOPE 'B' Technical Bid
ENVELOPE 'C' Financial Bid

7.2 No Bid shall be accepted after the specified date and time. However, the Competent Authority in the High Commission, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.

8. BID OPENING PROCEDURE

8.1 **First of all, Envelope 'A' containing EMD shall be opened. The Technical Bids of only those bidders shall be opened who have submitted a valid EMD of requisite amount. Envelope 'A' containing EMD and the Technical Bids (Envelope 'B')** shall be opened in the Conference Room of the Head of Chancery, HCI, Dhaka on 05.04.2022 at 1600 hrs in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the High Commission. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the High Commission. The Financial bids (Envelope 'C') will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/fax.

8.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.

8.3 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.

8.4 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

8.5 Absence of bidder or their representative shall not impair the legality of the bid opening procedures.

8.6 **After verifying the EMD amount and opening of the Technical Bids**, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

9.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.

9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 3.2.

10. PERFORMANCE SECURITY (PS):

10.1 **The successful bidder has to deposit Performance Security which will be a sum equivalent to 5% of the accepted contract value** in favour of 'High Commission of India, Dhaka', payable at Dhaka in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the LoA. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security. **The Performance Security shall be returned on successful completion of all contractual obligations.**

10.2 On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

11. VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period till the completion of defect liability period after completion of work. In case of breach of contract or in the event of not fulfilling the minimum standards / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority in Mission.

12. PAYMENTS

12.1 Running Account (RA) Bills for 10% of accepted tender cost up to 90% may be made for every 10% progress of work by value. Payment of 10% of accepted tender cost shall be made after completion of work subject to satisfaction of the employer about the work done. 5% Retention money shall be deducted from each RA Bill. Retention money of 5% of accepted tender cost, deducted from each RA bill shall be released after completion of Defects Liability Period of 12 months, subject to satisfaction of the employer about the work done. All permissible deductions shall be affected during the settlement of Running Account Bills.

12.2 The prices in the Price Schedule shall be inclusive of all applicable taxes, except VAT, as may be levied by the Government from time to time.

12.3 All payments shall be made in Bangladeshi Taka (BDT) by means of crossed cheques/bank transfer.

12.4 The Client shall be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.

12.5 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

13. Other Conditions, Force Majeure & Penalty Clause

13.1 The workers provided by the SP should be on the roll of the Company and their antecedents should be pre-verified by the Police authorities. A copy of the verification of each worker shall be submitted to the High Commission before deployment for work at Chancery complex.

13.2 The company may provide the company's profile and details of the key personnel with copies of NID etc. as separate annexure for verification of antecedents of the same.

13.3 The Company should submit precise profile of its key clients along with details of services provided.

13.4 In case the Service Provider fails in adhering to the daily maintenance requirements, and Mission has to make alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.

13.5 Service Provider would be fully responsible for all acts of omission or negligence, dishonesty or damage caused to the property at the Mission's premises while executing the above work. Service Provider would indemnify Mission against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Mission would not be liable to pay any damages or compensation to such employees or to any third party. However, if any damage caused to the Mission's property, the same would be deducted from the Service Provider from their final payment.

13.6 High Commission of India reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the High Commission in this regard shall be final and binding on all.

13.7 High Commission of India reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the execution of the above work and no further payment will be made.

13.8 The High Commission may, by written notice sent to the Service Provider, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the High Commission's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

13.9 Any wrong or misleading information will lead to disqualification.

13.10 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the Client and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.

13.11 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Mission's premises as stated in the eligibility criteria.

14. Defects Liability Period: Defects liability period will be twelve months from date of completion of project.

15. Liquidated Damage: It shall be 0.5% per week of delay limited to 10% of accepted tender cost. This shall be calculated on per day basis for each day of delay.

16. Code of Integrity: All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement processes or during execution of resultant contracts. No official of a procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall have to avoid the following prohibited practices such as (i) Corrupt practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of interest and (vi) Obstructive practice.

17. Conflict of Interest: The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

Format for Submitting the Price Schedule

(To be submitted along with the financial bid in separate sealed cover marked as Envelope -C)

BID No. **DAC/ADM/862/01/2021**

Date:.....

To,

The Second Secretary (Establishment & Projects)

High Commission of India,
Plot No. 1-3, Park Road,
Baridhara, Dhaka – 1212.

TENDER for

Supply and installation of sun control window film (UV rays protection film) at
High Commission of India, Dhaka

Dear Sir,

Sub: Financial Bid for supply and installation of sun control window film (UV rays protection film) at High Commission of India, Dhaka.

I / We are submitting tender for supply and installation of sun control window film (UV rays protection film) at High Commission of India, Dhaka against Tender Notice No. DAC/ADM/862/01/2021 dated 14.03.2022.

As part of the Bid, we hereby offer Figures.....(In Words.....) for at the High Commission of India, Dhaka. The above is inclusive of all the applicable taxes; fees, **except VAT**, as per regulations.

We have read these conditions carefully and will comply strictly. We agree to bind by this offer if we are selected as the preferred bidder.

If our bid is accepted, we commit to submit a Performance Guarantee / Security Deposit in accordance with the Bidding Documents.

Tender for supply and installation of sun control window film

We also declare that the Government of India or any other Government body has not declared us ineligible or black-listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

If any information or document submitted is found to be false / incorrect, High Commission can cancel my / our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of my / our firm and all partners of the firm, etc.

For and on Behalf of:

Signature (Authorized Signatory)

Designation:

Price Schedule

S. No.	Item	Unit Price (in Taka)	Total Price (in Taka)
1	2	3	4

Note:

Above quoted price is complete in all respect, including applicable taxes, **except VAT**, as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature of Authorised Signatory)

Name :

Designation :

Company seal :

Notification of Award

Contract No:

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated *[insert date]* for the execution of the Works for *[name of project/Contract]* for the Contract Price of Tk *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by *[name of Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you signing the Contract Agreement within seven (7) days and furnishing a Performance Security within fifteen (15) days.

We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorised to sign for and on behalf of *[name of Procuring Entity]*

Date:

Contract Agreement

THIS AGREEMENT made the *[day]* day of *[month]* *[year]* between *[name and address of Employer]* (hereinafter called “the Employer”) of the one part and *[name and address of Contractor]* (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, *[brief description of works]* and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka *[Contract price in figures and in words]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.

The documents forming the Contract shall be interpreted in the following order of priority:

the signed Contract Agreement;
the letter of Notification of Award;
the completed Tender Submission Sheet as submitted by the Tenderer;
Work Methodology,
the priced Bill of Quantities as submitted by the Tenderer;
Scope of Work, and
Performance Guarantee

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Employer:

For the Contractor:

Signature

Print Name

Title

In the presence of Name

Address

(on non-judicial stamp paper of appropriate value)
Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

**Tender for supply and installation of sun control window film (UV rays protection film) at
High Commission of India, Dhaka**

The Head of Chancery,
High Commission of India,
Plot No. 1-3, Park Road,
Baridhara, Dhaka-1212.

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for (**Name of the Project**) at (**Name of the station**) for (**Name of the Mission/Post**), and one of the tender conditions is for the M/s (**Name of the Contractor with address**) to submit a Bank Guarantee for Performance Security (5% of tendered cost) amounting to (**5% of tendered cost**). In fulfillment of the tender conditions, we (**Name of the Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount **calculated as 5% of the tendered cost**).

2. This guarantee is valid for a period of ____ Days and upto (**date should be two months after the date of completion of all contractual obligations including warranty obligations**) and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **5% of the tendered cost of _____**).

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) up to the (**date should be two months after the date of completion of all contractual obligations including warranty obligations**) and claims under this guarantee should be submitted not later than (**from date of expiry**).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the (**Name of the Country**) and is governed by United Rule of Demand Guarantee (URDG) (ICC Publication No. 758) and shall be subject to exclusive Jurisdiction of the (**Name of the country**) Courts.

Date:

Place:

Name:

Signature:

Tender for supply and installation of sun control window film

CONTACT DETAILS FORM**Bidder's description format summary**

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory Nationality Passport No.	
E Mail ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	
Registered Office & Address	

Branch offices (with address and Contact details) if any	
Average Annual turnover in the <i>last five</i> financial years	
Total Staff Strength with Nationality of Employees	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work (National of India or friendly country)	

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY
(With ID proof/supporting documents)

- 1.
- 2.
- 3.
- 4.
- 5.

Bidder information

(More detailed information on the following aspect may be given in typed form)

Business background

How many years has your firm been in business? How many years under its present business name?

Attach a current organizational chart and include the total number of employees in your firm in Dhaka, by various locations.

Claims and Suits (Explain any “Yes” answers)

Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?

Has your firm ever failed to complete work awarded to it?

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?

Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

Financial Information

Please provide copies of your firm’s audited financial statements (income statement, balance sheet, cash flow statements) for the last 3 years.

How long has your company been providing the services outlined in this Tender? Please list contact names and phone number for three (3) companies with which you have entered into facilities/property management contracts, and include a brief description of the scope covered under each.

Please list your top five (5) customers and indicate what % of your business they represent.

Who are your bankers?
